

Public Policy and External Affairs

May 4, 2010

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Posted: td

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Time: 11:15

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1301 Gervais Street, Suite 825  
Columbia, SC 29201

Phone 803 254-5736  
Fax 803 254-9610

2003-135-C

**VIA HAND DELIVERY**

The Honorable Jocelyn Boyd  
Interim Chief Clerk and Administrator  
The Public Service Commission  
Of South Carolina  
P.O. Drawer 11649  
Columbia, SC 29211

RECEIVED  
MAY 05 2010  
PSC SC  
CLERK'S OFFICE

RE: Docket No. 2003-135-C: Amendment No.'s 4 and 5 to the Interconnection Agreement between Verizon South Inc. and MCI metro Access Transmission Services, LLC

Dear Mrs. Boyd:

Enclosed is a hard copy of Amendment No.'s 4 and 5 with revised and restated amendments to the Interconnection Agreement between the above referenced companies, which is being filed with your office for information and/or approval. If you have any questions concerning this matter please do not hesitate to contact me at (803) 254-5736.

Sincerely,



Afton Ellison

Enclosure

Cc: James M. McDaniel, Program Manager of Telecommunications - ORS

RECEIVED

MAY 05 2010

PSC SC  
CLERK'S OFFICE

AMENDMENT NO. 4  
TO THE  
INTERCONNECTION AGREEMENT  
BETWEEN  
VERIZON SOUTH INC.  
AND

MCImetro ACCESS TRANSMISSION SERVICES LLC

This Amendment No. 4 (this "Amendment") shall be deemed effective on March 1, 2010 (the "Amendment Effective Date") by and between Verizon South Inc. ("Verizon"), a Virginia corporation with offices at 201 N. Franklin Street, One Tampa City Center, Tampa, FL 33602, and MCImetro Access Transmission Services LLC ("MCImetro"), a Delaware limited liability company with offices at 22001 Loudoun County Parkway, Ashburn, VA 20147. (Verizon and MCImetro may be hereinafter referred to individually as a "Party" and collectively as the "Parties"). This Amendment only covers the services addressed herein that Verizon provides in its operating territory in the State of South Carolina (the "State").

**WITNESSETH:**

**WHEREAS**, pursuant to an adoption letter dated May 28, 2003 (the "Adoption Letter"), MCImetro adopted in the State of South Carolina, the terms of the interconnection agreement between ICG Telecom Group Inc. and Verizon California Inc., f/k/a GTE California Incorporated that was approved by the California Public Utilities Commission (such Adoption Letter and underlying adopted interconnection agreement referred to herein, together with any amendment(s) thereto, collectively being the "Agreement"); and

**WHEREAS**, MCImetro has requested that the Parties amend the Agreement to address the matters set forth herein.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Amendment to Agreement. The Agreement is amended to incorporate the terms and conditions set forth in this Amendment (including, without limitation, Appendix A attached hereto), all of which shall apply to and be a part of the Agreement (hereinafter referred to as the "Amended Agreement") notwithstanding any other term or condition of the Amended Agreement, a Verizon Tariff or a Verizon Statement of Generally Available Terms and Conditions ("SGAT").
2. Miscellaneous Provisions.
  - 2.1 Conflict Between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and conditions of the Agreement to the extent necessary to give effect to the terms and conditions of this Amendment. In the event of a conflict between the terms and conditions of this Amendment and the terms and conditions of the Agreement, this Amendment shall govern; provided, however, that the fact that a term or condition appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be

interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.

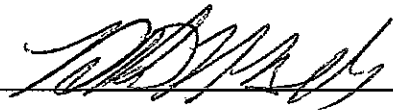
- 2.2 Capitalization. Capitalized terms used and not otherwise defined herein have the meanings set forth in the Amended Agreement.
- 2.3 Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.
- 2.4 Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or condition of this Amendment.
- 2.5 Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in this Amendment and, except to the extent expressly set forth in this Amendment, the terms and conditions of the Agreement shall remain in full force and effect after the Amendment Effective Date. For the avoidance of any doubt, nothing in this Amendment shall be deemed to amend or extend the term of the Amended Agreement, or to affect the right of a Party to exercise any right of termination it may have under the Amended Agreement.
- 2.6 Joint Work Product. The Parties acknowledge that this Amendment is the joint work product of the Parties, that, for convenience, this Amendment has been drafted in final form by Verizon and that, accordingly, in the event of ambiguities in this Amendment, no inferences shall be drawn for or against either Party on the basis of authorship of this Amendment.
- 2.7 Amendments. No amendments or modifications shall be made to this Amendment unless in writing and signed by appropriate representatives of the Parties.
- 2.8 Waivers. A failure or delay of either Party to enforce any of the provisions of this Amendment, or any right or remedy available under this Amendment, or at law or in equity, or to require performance of any of the provisions of this Amendment, or to exercise any option that is provided under this Amendment, shall in no way be construed to be a waiver of such provisions, rights, remedies or options.
- 2.9 Definitions. Notwithstanding any other provision in the Agreement, this Amendment or any Verizon Tariff or SGAT, the following terms, as used in this Amendment, shall have the meanings set forth below:
  - 2.9.1 Tariff.
    - 2.9.1.1 Any applicable Federal or state tariff of a Party, as amended from time to time; or
    - 2.9.1.2 Any standard agreement or other document, as amended from time to time, that sets forth the generally available terms, conditions and prices under which a Party offers a Service.

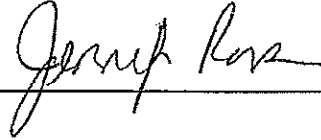
The term "Tariff" does not include any Verizon Statement of Generally Available Terms (SGAT) which has been approved or is pending approval by the Commission pursuant to Section 252(f) of the Act.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed as of the Amendment Effective Date.

**MCImetro ACCESS TRANSMISSION SERVICES  
LLC**

**VERIZON SOUTH INC.**

By: 

By: 

Printed: Peter H. Reynolds

Printed: Jennifer Ross

Title: Director - Contract Management

Title: Director - Interconnection

**APPENDIX A  
RESALE ATTACHMENT**

1. General

Verizon shall provide to MCImetro, in accordance with this Amendment (including, but not limited to, Verizon's applicable Tariffs) and the requirements of Applicable Law, Verizon's Telecommunications Services for resale by MCImetro; provided, that notwithstanding any other provision of this Amendment, Verizon shall be obligated to provide Telecommunications Services to MCImetro only to the extent required by Applicable Law and may decline to provide a Telecommunications Service to MCImetro to the extent that provision of such Telecommunications Service is not required by Applicable Law.

2. Use of Verizon Telecommunications Services

2.1 Verizon Telecommunications Services may be purchased by MCImetro under this Resale Attachment only for the purpose of resale by MCImetro as a Telecommunications Carrier. Verizon Telecommunications Services to be purchased by MCImetro for other purposes (including, but not limited to, MCImetro's own use) must be purchased by MCImetro pursuant to other applicable terms of the Amended Agreement (if any), or separate written agreements, including, but not limited to, applicable Verizon Tariffs.

2.2 MCImetro shall not resell:

2.2.1 Residential service to persons not eligible to subscribe to such service from Verizon (including, but not limited to, business or other nonresidential Customers);

2.2.2 Lifeline, Link Up America, or other means-tested service offerings, to persons not eligible to subscribe to such service offerings from Verizon;

2.2.3 Grandfathered or discontinued service offerings to persons not eligible to subscribe to such service offerings from Verizon; or

2.2.4 Any other Verizon service in violation of a restriction stated in this Amendment (including, but not limited to, a Verizon Tariff) that is not prohibited by Applicable Law.

2.2.5 In addition to any other actions taken by MCImetro to comply with this Section 2.2, MCImetro shall take those actions required by Applicable Law to determine the eligibility of MCImetro Customers to purchase a service, including, but not limited to, obtaining any proof or certification of eligibility to purchase Lifeline, Link Up America, or other means-tested services, required by Applicable Law. MCImetro shall indemnify Verizon from any Claims resulting from MCImetro's failure to take such actions required by Applicable Law.

2.2.6 Verizon may perform audits to confirm MCImetro's conformity to the provisions of this Section 2.2. Such audits may be performed twice per calendar year and shall be performed in accordance with the General Terms and Conditions.

- 2.3 MCImetro shall be subject to the same limitations that Verizon's Customers are subject to with respect to any Telecommunications Service that Verizon grandfathers or discontinues offering. Without limiting the foregoing, except to the extent that Verizon follows a different practice for Verizon Customers in regard to a grandfathered Telecommunications Service, such grandfathered Telecommunications Service: (a) shall be available only to a Customer that already has such Telecommunications Service; (b) may not be moved to a new service location; and (c) will be furnished only to the extent that facilities continue to be available to provide such Telecommunications Service.
  - 2.4 MCImetro shall not be eligible to participate in any Verizon plan or program under which Verizon Customers may obtain products or services, which are not Verizon Telecommunications Services, in return for trying, agreeing to purchase, purchasing, or using Verizon Telecommunications Services.
  - 2.5 In accordance with 47 CFR § 51.617(b), Verizon shall be entitled to all charges for Verizon Exchange Access services used by interexchange carriers to provide service to MCImetro Customers.
3. Availability of Verizon Telecommunications Services
  - 3.1 Verizon will provide a Verizon Telecommunications Service to MCImetro for resale pursuant to this Attachment where and to the same extent, but only where and to the same extent that such Verizon Telecommunications Service is provided to Verizon's Customers.
  - 3.2 Except as otherwise required by Applicable Law, subject to Section 3.1 of this Attachment, Verizon shall have the right to add, modify, grandfather, discontinue or withdraw Verizon Telecommunications Services at any time, without the consent of MCImetro.
  - 3.3 To the extent required by Applicable Law, the Verizon Telecommunications Services to be provided to MCImetro for resale pursuant to this Attachment will include a Verizon Telecommunications Service customer-specific contract service arrangement ("CSA") (such as a customer specific pricing arrangement or individual case based pricing arrangement) that Verizon is providing to a Verizon Customer at the time the CSA is requested by MCImetro.
4. Responsibility for Charges
  - 4.1 MCImetro shall be responsible for and pay to Verizon all charges for any Telecommunications Services provided by Verizon or provided by persons other than Verizon and billed for by Verizon, that are ordered, activated or used by MCImetro, MCImetro Customers or any other persons, through, by means of, or in association with, Telecommunications Services provided by Verizon to MCImetro pursuant to this Resale Attachment.
  - 4.2 Upon request by MCImetro, Verizon will provide for use on resold Verizon retail Telecommunications Service dial tone lines purchased by MCImetro such Verizon retail Telecommunications Service call blocking and call screening services as Verizon provides to its own end user retail Customers, where and to the extent Verizon provides such Verizon retail Telecommunications Service call blocking services to Verizon's own end user retail Customers. MCImetro understands and agrees that certain of Verizon's call blocking and call screening services are not guaranteed to block or screen all calls and that notwithstanding

MCImetro's purchase of such blocking or screening services, MCImetro's end user Customers or other persons ordering, activating or using Telecommunications Services on the resold dial tone lines may complete or accept calls which MCImetro intended to block. Notwithstanding the foregoing, MCImetro shall be responsible for and shall pay Verizon all charges for Telecommunications Services provided by Verizon or provided by persons other than Verizon and billed for by Verizon in accordance with the terms of Section 4.1 above.

5. Operations Matters

5.1 Facilities.

- 5.1.1 Verizon and its suppliers shall retain all of their right, title and interest in all facilities, equipment, software, information, and wiring used to provide Verizon Telecommunications Services.
- 5.1.2 Verizon shall have access at all reasonable times to MCImetro Customer locations for the purpose of installing, inspecting, maintaining, repairing, and removing, facilities, equipment, software, and wiring used to provide the Verizon Telecommunications Services. MCImetro shall, at MCImetro's expense, obtain any rights and authorizations necessary for such access.
- 5.1.3 Except as otherwise agreed to in writing by Verizon, Verizon shall not be responsible for the installation, inspection, repair, maintenance, or removal of facilities, equipment, software, or wiring provided by MCImetro or MCImetro Customers for use with Verizon Telecommunications Services.

5.2 Branding.

- 5.2.1 Except as stated in Section 5.2.2 of this Attachment, in providing Verizon Telecommunications Services to MCImetro, Verizon shall have the right (but not the obligation) to identify the Verizon Telecommunications Services with Verizon's trade names, trademarks and service marks ("Verizon Marks"), to the same extent that these Services are identified with Verizon's Marks when they are provided to Verizon's Customers. Any such identification of Verizon's Telecommunications Services shall not constitute the grant of a license or other right to MCImetro to use Verizon's Marks.
- 5.2.2 To the extent required by Applicable Law, upon request by MCImetro and at prices, terms and conditions to be negotiated by MCImetro and Verizon, Verizon shall provide Verizon Telecommunications Services for resale that are identified by MCImetro's trade name, or that are not identified by trade name, trademark or service mark.
- 5.2.3 If Verizon uses a third-party contractor to provide Verizon operator services or Verizon directory assistance, MCImetro will be responsible for entering into a direct contractual arrangement with the third-party contractor at MCImetro's expense (a) to obtain identification of Verizon operator services or Verizon directory assistance purchased by MCImetro for resale with MCImetro's trade name, or (b) to obtain



removal of Verizon Marks from Verizon operator services or Verizon directory assistance purchased by MCImetro for resale.

6. Rates and Charges

The rates and charges for Verizon Telecommunication Services purchased by MCImetro for resale pursuant to this Attachment shall be as provided in this Attachment and the Exhibit A.

7. Good Faith Performance

If and, to the extent that, Verizon, prior to the Effective Date of this Amendment, has not provided in the State of South Carolina a Service offered under this Attachment, Verizon reserves the right to negotiate in good faith with MCImetro reasonable terms and conditions (including, without limitation, rates and implementation timeframes) for such Service; and, if the Parties cannot agree to such terms and conditions (including, without limitation, rates and implementation timeframes), either Party may utilize the Agreement's dispute resolution procedures.

## PRICING ATTACHMENT TO AMENDMENT NO. 4

### 1. General

- 1.1 As used in this Attachment, the term "Charges" means the rates, fees, charges and prices for a Service.
- 1.2 Except as stated in Section 3 of this Attachment, Charges for Services shall be as stated in this Section 1 of this Attachment.
- 1.3 The Charges for a Service shall be the Charges for the Service stated in Verizon's applicable Tariff.
- 1.4 In the absence of Charges for a Service established pursuant to Section 1.3 of this Attachment, the Charges shall be as stated in Exhibit A to this Pricing Attachment. For rate elements provided in Exhibit A to this Pricing Attachment that do not include a Charge, either marked as "TBD" or otherwise, Verizon is developing such Charges and has not finished developing such Charges as of the Amendment Effective Date. When Verizon finishes developing such a Charge, Verizon shall notify MCImetro in writing of such Charge in accordance with, and subject to, the notices provisions of the Amended Agreement and thereafter shall bill MCImetro, and MCImetro shall pay to Verizon, for Services provided under this Amendment on the Amendment Effective Date and thereafter in accordance with such Charge. Any notice provided by Verizon to MCImetro pursuant to this Section 1.4 shall be deemed to be a part of Exhibit A to this Pricing Attachment immediately after Verizon sends such notice to MCImetro and thereafter.
- 1.5 The Charges stated in Exhibit A to this Pricing Attachment shall be automatically superseded by any applicable Tariff Charges. The Charges stated in Exhibit A to this Pricing Attachment also shall be automatically superseded by any new Charge(s) when such new Charge(s) are required by any order of the Commission or the FCC, approved by the Commission or the FCC, or otherwise allowed to go into effect by the Commission or the FCC (including, but not limited to, in a Tariff that has been filed with the Commission or the FCC), provided such new Charge(s) are not subject to a stay issued by any court of competent jurisdiction.
- 1.6 In the absence of Charges for a Service established pursuant to Sections 1.3 through 1.5 of this Attachment, if Charges for a Service are otherwise expressly provided for in this Amendment or the Amended Agreement, such Charges shall apply.
- 1.7 In the absence of Charges for a Service established pursuant to Sections 1.3 through 1.6 of this Attachment, the Charges for the Service shall be Verizon's FCC or Commission approved Charges.
- 1.8 In the absence of Charges for a Service established pursuant to Sections 1.3 through 1.7 of this Attachment, the Charges for the Service shall be mutually agreed to by the Parties in writing.

2. Verizon Telecommunications Services Provided to MCImetro for Resale Pursuant to this Amendment
- 2.1 Verizon Telecommunications Services for which Verizon is Required to Provide a Wholesale Discount Pursuant to Section 251(c)(4) of the Act.
- 2.1.1 The Charges for a Verizon Telecommunications Service purchased by MCImetro for resale for which Verizon is required to provide a wholesale discount pursuant to Section 251(c)(4) of the Act shall be the Retail Price for such Service set forth in Verizon's applicable Tariffs (or, if there is no Tariff Retail Price for such Service, Verizon's Retail Price for the Service that is generally offered to Verizon's Customers), less, to the extent required by Applicable Law: (a) the applicable wholesale discount stated in Verizon's Tariffs for Verizon Telecommunications Services purchased for resale pursuant to Section 251(c)(4) of the Act; or (b) in the absence of an applicable Verizon Tariff wholesale discount for Verizon Telecommunications Services purchased for resale pursuant to Section 251(c)(4) of the Act, the applicable wholesale discount stated in Exhibit A for Verizon Telecommunications Services purchased for resale pursuant to Section 251(c)(4) of the Act.
- 2.1.2 The Charges for a Verizon Telecommunications Service Customer Specific Arrangement ("CSA") purchased by MCImetro for resale pursuant to Section 3.3 of Appendix A (Resale Attachment) to this Amendment for which Verizon is required to provide a wholesale discount pursuant to Section 251(c)(4) of the Act shall be the Retail Price for the CSA, less, to the extent required by Applicable Law: (a) the applicable wholesale discount stated in Verizon's Tariffs for Verizon Telecommunications Services purchased for resale pursuant to Section 251(c)(4) of the Act; or (b) in the absence of an applicable Verizon Tariff wholesale discount for Verizon Telecommunications Services purchased for resale pursuant to Section 251(c)(4) of the Act, the applicable discount stated in Exhibit A for Verizon Telecommunications Services purchased for resale pursuant to Section 251(c)(4) of the Act. Notwithstanding the foregoing, in accordance with, and to the extent permitted by Applicable Law, Verizon may establish a wholesale discount for a CSA that differs from the wholesale discount that is generally applicable to Telecommunications Services provided to MCImetro for resale pursuant to Section 251(c)(4) of the Act.
- 2.1.3 Notwithstanding Sections 2.1 and 2.2 of this Attachment, in accordance with, and to the extent permitted by Applicable Law, Verizon may at any time establish a wholesale discount for a Telecommunications Service (including, but not limited to, a CSA) that differs from the wholesale discount that is generally applicable to Telecommunications Services provided to MCImetro for resale pursuant to Section 251(c)(4) of the Act.
- 2.1.4 The wholesale discount stated in Exhibit A shall be automatically superseded by any new wholesale discount when such new wholesale discount is required by any order of the Commission or the FCC, approved by the Commission or the FCC, or otherwise allowed to go into effect by the Commission or the FCC, provided such new

wholesale discount is not subject to a stay issued by any court of competent jurisdiction.

2.1.5 The wholesale discount provided for in Sections 2.1.1 through 2.1.3 of this Attachment shall not be applied to:

2.1.5.1 Short term promotions as defined in 47 CFR § 51.613;

2.1.5.2 Except as otherwise provided by Applicable Law, Exchange Access services;

2.1.5.3 Subscriber Line Charges, Federal Line Cost Charges, end user common line Charges, taxes, and government Charges and assessment (including, but not limited to, 9-1-1 Charges and Dual Party Relay Service Charges).

2.1.5.4 Any other service or Charge that the Commission, the FCC, or other governmental entity of appropriate jurisdiction determines is not subject to a wholesale discount under Section 251(c)(4) of the Act.

2.2 Verizon Telecommunications Services for which Verizon is Not Required to Provide a Wholesale Discount Pursuant to Section 251(c)(4) of the Act.

2.2.1 The Charges for a Verizon Telecommunications Service for which Verizon is not required to provide a wholesale discount pursuant to Section 251(c)(4) of the Act shall be the Charges stated in Verizon's Tariffs for such Verizon Telecommunications Service (or, if there are no Verizon Tariff Charges for such Service, Verizon's Charges for the Service that are generally offered by Verizon).

2.2.2 The Charges for a Verizon Telecommunications Service customer specific contract service arrangement ("CSA") purchased by MCImetro pursuant to Section 3.3 of Appendix A (Resale Attachment) to this Amendment for which Verizon is not required to provide a wholesale discount pursuant to Section 251(c)(4) of the Act shall be the Charges provided for in the CSA and any other Charges that Verizon could bill the person to whom the CSA was originally provided (including, but not limited to, applicable Verizon Tariff Charges).

2.3 Other Charges.

2.3.1 MCImetro shall pay, or collect and remit to Verizon, without discount, all Subscriber Line Charges, Federal Line Cost Charges, and end user common line Charges, associated with Verizon Telecommunications Services provided by Verizon to MCImetro.

3. MCImetro Prices

MCImetro will not impose any Charges on Verizon pursuant to this Amendment.

4. [This Section Intentionally Left Blank]

5. Regulatory Review of Prices

Notwithstanding any other provision of this Amendment or the Amended Agreement, each Party reserves its respective rights to institute an appropriate proceeding with the FCC, the Commission or other governmental body of appropriate jurisdiction: (a) with regard to the Charges for its Services (including, but not limited to, a proceeding to change the Charges for its services, whether provided for in any of its Tariffs, in Exhibit A, or otherwise); and (b) with regard to the Charges of the other Party (including, but not limited to, a proceeding to obtain a reduction in such Charges and a refund of any amounts paid in excess of any Charges that are reduced).

## APPENDIX A TO THE PRICING ATTACHMENT

(SOUTH CAROLINA)

v1.0

### I. Services Available for Resale

The avoided cost discount for all Resale Services is 18.66%.

#### Non-Recurring Charges (NRCs) for Resale Services

##### Pre-ordering

CLEC Account Establishment Per CLEC	\$273.09
Customer Record Search Per Account	\$ 11.69

##### Ordering and Provisioning

Engineered Initial Service Order (ISO) - New Service	\$311.98
Engineered Initial Service Order - As Specified	\$123.84
Engineered Subsequent Service Order	\$ 59.61
Non-Engineered Initial Service Order - New Service	\$ 42.50
Non-Engineered Initial Service Order - Changeover	\$ 21.62
Non-Engineered Initial Service Order - As Specified	\$ 82.13
Non-Engineered Subsequent Service Order	\$ 19.55
Central Office Connect	\$ 12.21
Outside Facility Connect	\$ 68.30
Manual Ordering Charge	\$ 12.17

##### Product Specific

NRCs, other than those for Pre-ordering, Ordering and Provisioning, and Custom Handling as listed in this Appendix, will be charged from the appropriate retail tariff. No discount applies to such NRCs.

##### Custom Handling

###### Service Order Expedite:

Engineered	\$ 35.48
Non-Engineered	\$ 12.59

###### Coordinated Conversions:

ISO	\$ 17.76
Central Office Connection	\$ 10.71
Outside Facility Connection	\$ 9.59

###### Hot Coordinated Conversion First Hour:

ISO	\$ 30.55
Central Office Connection	\$ 42.83
Outside Facility Connection	\$ 38.34

###### Hot Coordinated Conversion per Additional Quarter Hour:

ISO	\$ 4.88
Central Office Connection	\$ 9.43
Outside Facility Connection	\$ 8.37

## **Application of NRCs**

### **Pre-ordering:**

CLEC Account Establishment is a one-time charge applied the first time that MCImetro orders any service from this Agreement.

Customer Record Search applies when MCImetro requests a summary of the services currently subscribed to by the end-user.

### **Ordering and Provisioning:**

Engineered Initial Service Order - New Service applies per Local Service Request (LSR) when engineering work activity is required to complete the order, e.g. digital loops.

Non-Engineered Initial Service Order - New Service applies per LSR when no engineering work activity is required to complete the order, e.g. analog loops.

Initial Service Order - As Specified (Engineered or Non-Engineered) applies only to Complex Services for services migrating from Verizon to MCImetro. Complex Services are services that require a data gathering form or have special instructions.

Non-Engineered Initial Service Order - Changeover applies only to Basic Services for services migrating from Verizon to MCImetro. End-user service may remain the same or change.

Central Office Connect applies in addition to the ISO when physical installation is required at the central office.

Outside Facility Connect applies in addition to the ISO when incremental field work is required.

Manual Ordering Charge applies to orders that require Verizon to manually enter MCImetro's order into Verizon's Secure Integrated Gateway System (SIGS), e.g. faxed orders and orders sent via physical or electronic mail.

### **Custom Handling (These NRCs are in addition to any Preordering or Ordering and Provisioning NRCs):**

Service Order Expedite applies if MCImetro requests service prior to the standard due date intervals.

Coordinated Conversion applies if MCImetro requests notification and coordination of service cut-over prior to the service becoming effective.

Hot Coordinated Conversion First Hour applies if MCImetro requests real-time coordination of a service cut-over that takes one hour or less.

Hot Coordinated Conversion Per Additional Quarter Hour applies, in addition to the Hot Coordinated Conversion First Hour, for every 15-minute segment of real-time coordination of a service cut-over that takes more than one hour.

**AMENDMENT NO. 5**  
**TO THE**  
**INTERCONNECTION AGREEMENT**  
**BETWEEN**  
**VERIZON SOUTH INC.**  
**AND**  
**MCIMETRO ACCESS TRANSMISSION SERVICES LLC**

This Amendment No. 5 (the "Amendment") is made by and between Verizon South Inc. ("Verizon"), a Virginia corporation with offices at 201 N. Franklin Street, One Tampa City Center, Tampa, FL 33602, and MCImetro Access Transmission Services LLC, a limited liability company with offices at 22001 Loudoun County Parkway, Ashburn, Virginia 20147 ("MCImetro"), and shall be deemed effective on March 1, 2010 (the "Amendment Effective Date"). Verizon and MCImetro are hereinafter referred to collectively as the "Parties" and individually as a "Party". This Amendment covers services in Verizon's service territory in the State of South Carolina (the "State").

**WITNESSETH:**

**WHEREAS**, pursuant to an adoption letter dated May 28, 2003 (the "Adoption Letter"), MCImetro adopted in the State of South Carolina, the terms of the interconnection agreement between ICG Telecom Group Inc. and Verizon California Inc., f/k/a GTE California Incorporated that was approved by the California Public Utilities Commission (such Adoption Letter and underlying adopted interconnection agreement referred to herein, together with any amendment(s) thereto, collectively being the "Agreement"); and

**WHEREAS**, the Federal Communications Commission (the "FCC") released an order on August 21, 2003 in CC Docket Nos. 01-338, 96-98, and 98-147 (the "Triennial Review Order" or "TRO"), which became effective as of October 2, 2003; and

**WHEREAS**, on March 2, 2004, the U.S. Court of Appeals for the District of Columbia Circuit (the "D.C. Circuit") issued a decision affirming in part and vacating in part the TRO (the "D.C. Circuit Decision"); and

**WHEREAS**, on August 20, 2004, the FCC released an Order in WC Docket No. 04-313 and CC Docket No. 01-338 (the "Interim Rules Order") setting forth certain interim rules regarding the temporary reinstatement of unbundling obligations for certain network elements with respect to which the D.C. Circuit Decision holds that the FCC has made no lawful impairment finding under Section 251 of the Act; and



**WHEREAS**, on February 4, 2005, the FCC released an Order on Remand in WC Docket No. 04-313 and CC Docket No. 01-338 (the "TRRO") setting forth rules that supplanted, effective March 11, 2005, the temporary rules set forth in the Interim Rules Order and addressing the remanded issues raised in the D.C. Circuit Decision; and

**WHEREAS**, in light of the foregoing developments, the Parties, pursuant to Section 252(a) of the Communications Act of 1934, as amended, (the "Act"), wish to amend the Agreement in order to give contractual effect to the provisions set forth herein; and

**NOW, THEREFORE**, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. Amendment to Agreement. The Agreement is amended to include the following provisions and the Pricing Attachment to this Amendment (including Exhibit A) attached hereto, all of which shall apply to and be a part of the Agreement notwithstanding any other provision of the Agreement or a Verizon tariff or a Verizon Statement of Generally Available Terms and Conditions ("SGAT").
2. General Conditions.
  - 2.1 Notwithstanding any other provision of the Agreement, this Amendment, or any Verizon tariff or SGAT: (a) Verizon shall be obligated to provide access to unbundled Network Elements ("UNEs"), combinations of unbundled Network Elements ("Combinations"), or UNEs commingled with wholesale services ("Commingling") to MCImetro under the terms of this Amendment only to the extent required by both 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51, and (b) Verizon may decline to provide access to UNEs, Combinations, or Commingling to MCImetro under the terms of this Amendment to the extent that provision of access to such UNEs, Combinations, or Commingling is not required by 47 U.S.C. § 251(c)(3) or is not required by 47 C.F.R. Part 51.
  - 2.2 To the extent Verizon is required to provide a UNE, Combination, or Commingling under this Amendment, MCImetro may use such UNE, Combination, or Commingling only for those purposes for which Verizon is required by 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51 to provide such UNE, Combination, or Commingling to MCImetro.
  - 2.3 Notwithstanding any other provision of the Agreement, this Amendment, or any Verizon tariff or SGAT, to the extent Verizon becomes obligated to provide to MCImetro pursuant to both 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51 a Discontinued Facility or a UNE, Combination, or Commingling that, as of the Amendment Effective Date, Verizon is not required to provide to MCImetro under the Amended Agreement, 47 U.S.C. § 251(c)(3), and 47 C.F.R. Part 51, the rates, terms, conditions for such Discontinued Facility, UNE, Combination, or Commingling shall be as provided in an applicable Verizon tariff that Verizon, after the Amendment Effective Date, establishes or revises to provide for such rates, terms, and conditions, or (in the absence of an applicable Verizon tariff that Verizon, after the Amendment Effective Date, establishes or revises to provide for such rates, terms, and conditions) as mutually agreed by the Parties in a written amendment to the Amended Agreement.
  - 2.4 Discontinued Facilities
    - 2.4.1 Generally

- 2.4.1.1 Notwithstanding any other provision of the Agreement, this Amendment, or any Verizon tariff or SGAT, Verizon shall not be obligated to offer or provide access on an unbundled basis at rates prescribed under Section 251 of the Act to any facility that is or becomes a Discontinued Facility, whether as a stand-alone UNE, as part of a Combination, or otherwise. To the extent Verizon has not already ceased providing a particular Discontinued Facility to MCImetro, Verizon, provided it has given at least ninety (90) days written notice of discontinuance of such Discontinued Facility, will continue to provide such Discontinued Facility under the Amended Agreement only through the effective date of the notice of discontinuance, and not beyond that date.
- 2.4.1.2 To the extent a facility is (or becomes) a Discontinued Facility only as to new orders that MCImetro may place for such a facility, Verizon, to the extent it has not already discontinued its acceptance of such new orders and provided it has given at least ninety (90) days written notice in cases where it has not already discontinued its acceptance of such new orders, may reject such new orders on the effective date of the notice of discontinuance and thereafter. Verizon may, but shall not be required to, issue the foregoing notice in advance of the date on which the facility shall become a Discontinued Facility as to new orders that MCImetro may place, so as to give effect to Verizon's right to reject such new orders immediately on that date.
- 2.4.1.3 The Parties acknowledge that Verizon, prior to the Amendment Effective Date, has provided MCImetro with any required notices of discontinuance of certain Discontinued Facilities, and that Verizon, to the extent it has not already done so pursuant to a pre-existing or independent right it may have under the Agreement, a Verizon SGAT or tariff, or otherwise, may, at any time and without further notice to MCImetro, cease providing any such Discontinued Facilities.
- 2.4.1.4 Notwithstanding any other provision of the Amended Agreement, MCImetro shall not order a UNE or combination of UNEs where the order would conflict with a non-impaired Wire Center designation set forth in a list of non-impaired Wire Centers that Verizon makes or has made available to MCImetro by notice and/or by publication on Verizon's wholesale website or that otherwise conflicts with the non-impairment criteria set forth in the TRRO (including, but not limited to, the caps on the number of DS1 and DS3 Loops and DS1 and DS3 Transport circuits that Verizon is required to provide on an unbundled basis), and Verizon, without first seeking dispute resolution under Paragraph 234 of the TRRO, may reject any such orders that MCImetro submits.

2.4.1.5 If, MCImetro, inadvertently or otherwise, submits to Verizon an order that conflicts with Section 2.4.1.4 above and Verizon, inadvertently or otherwise, provisions the order on a Section 251 UNE basis, then upon thirty (30) days notice from Verizon the subject service, facility or arrangement shall be converted (or, in Verizon's sole discretion, repriced in lieu of actual conversion until such time as Verizon elects to convert) to an analogous service, facility, or arrangement that is available under Verizon's interstate special access tariff (i.e., on the rates, terms, and conditions that apply for a month-to-month term, unless at the time MCImetro placed the subject disallowed order MCImetro was subscribed to an applicable special access term/volume plan or other applicable special access tariff arrangement, in which case the rates, terms, and conditions of plan or arrangement shall apply) or, in the case of Dark Fiber Transport, the analogous commercial service as determined by Verizon in its sole discretion (the "Replacement Terms"). The Replacement Terms shall apply retroactively to the date of provisioning of the subject service, facility, or arrangement, and shall apply prospectively from that date until such time as different rates, terms, and conditions become effective under an available alternative service, facility, or arrangement that MCImetro validly requests. Without limiting Verizon's rights or MCImetro's obligations under this section, MCImetro shall cooperate with Verizon in implementing the requirements of this section and shall promptly submit any access service request ("ASR") (or other transaction type upon which the Parties mutually agree) that may be needed, and take such other action as may be needed, to implement the requirements of this section.

2.4.1.6 This Section 2.4 is intended to limit any obligation Verizon might otherwise have to provide to MCImetro (or to notify MCImetro of the discontinuance of) any facility that is or becomes a Discontinued Facility, and nothing contained in this Section 2.4 or elsewhere in this Amendment shall be deemed to establish in the first instance or to extend any obligation of Verizon to provide any facility or Discontinued Facility. This Section 2.4 shall apply notwithstanding anything contained in the Agreement, this Amendment, or any Verizon tariff or SGAT, but without limiting any other right Verizon may have under the Agreement, this Amendment, or any Verizon tariff or SGAT to cease providing a facility that is or becomes a Discontinued Facility.

2.4.2 Continuation of Facilities Under Separate Arrangement. To the extent MCImetro wishes to continue to obtain access to a Discontinued Facility under a separate arrangement (e.g., a separate agreement at market-based rates, an arrangement under a Verizon access tariff, or resale), MCImetro shall have promptly undertaken and concluded such efforts as may be required to secure such arrangement prior to the date on which Verizon is permitted to cease providing the

Discontinued Facility; provided, however, that in no event shall MCImetro's failure to secure such an arrangement affect Verizon's right to cease providing a facility that is or becomes a Discontinued Facility. If Verizon is permitted to cease providing a Discontinued Facility under this Section 2.4 and MCImetro has not submitted an LSR or ASR, as appropriate, to Verizon requesting disconnection of the Discontinued Facility and has not separately secured from Verizon an alternative arrangement to replace the Discontinued Facility, then Verizon, to the extent it has not already done so prior to execution of this Amendment, shall convert the subject Discontinued Facility to, or (until such time as Verizon in its sole discretion elects to convert) replace the subject Discontinued Facility by application of a new rate (or, in Verizon's sole discretion, by application of a surcharge) to be equivalent to, the access, resale, or other analogous arrangement that Verizon shall identify in a written notice to MCImetro. The rates, terms, and conditions of any such arrangements shall apply and be binding upon MCImetro as of the date specified in the written notice issued by Verizon. The Parties acknowledge that Verizon has, in such written notices issued to MCImetro prior to the Amendment Effective Date, identified such arrangements to replace certain Discontinued Facilities and that Verizon, to the extent it has not already done so, may implement such arrangements without further notice.

- 2.4.3 Limitation With Respect to Replacement Arrangements. Notwithstanding any other provision of this Amended Agreement, any negotiations regarding any replacement arrangement or other facility or service that Verizon is not required to provide under the Federal Unbundling Rules shall be deemed not to have been conducted pursuant to the Amended Agreement, 47 U.S.C. § 252(a)(1), or 47 C.F.R. Part 51, and shall not be subject to arbitration pursuant to 47 U.S.C. § 252(b). Any reference in this Amended Agreement to Verizon's provision of a facility, service, or arrangement that Verizon is not required to provide under the Federal Unbundling Rules is solely for the convenience of the Parties and shall not be construed to require or permit arbitration of such rates, terms, or conditions pursuant to 47 U.S.C. § 252(b).
- 2.4.4 Pre-Existing and Independent Discontinuance Rights. Verizon's rights as to discontinuance of Discontinued Facilities pursuant to this Section 2.4 are in addition to, and not in limitation of, any rights Verizon may have as to discontinuance of Discontinued Facilities under the Agreement, a Verizon tariff or SGAT, or otherwise. Nothing contained herein shall be construed to prohibit, limit, or delay Verizon's exercise of any pre-existing or independent right it may have under the Agreement, a Verizon tariff or SGAT, or otherwise to cease providing a Discontinued Facility.
- 2.4.5 Implementation of Rate Changes. Notwithstanding any other provision of the Amended Agreement (including, but not limited to, the rates and charges set forth therein), Verizon may, but shall not be required to, implement any rate increases or new charges that may be established by the FCC in the TRRO or subsequent orders for unbundled network elements, combinations of unbundled network elements, or related services, by issuing to MCImetro a notice of such rate increases and/or new charges, provided that the rate provisions of such FCC orders are not subject to a stay issued by any court of competent

jurisdiction. Any such rate increases or new charges shall take effect on the date indicated in the notice issued by Verizon, but no earlier than the date established by the FCC, and shall be paid by MCImetro in accordance with the terms of the Amended Agreement. Verizon may, but shall not be required to, use a true-up to apply the rate increases or new charges effective as of the date indicated in the notice issued by Verizon. The Parties acknowledge that Verizon, prior to the Amendment Effective Date, may have provided MCImetro such a notice(s) identifying rate increases or new charges for certain Discontinued Facilities, and that no further notice is required for those rate increases or new charges to take effect. Any such rate increases and new charges that the FCC may establish shall be in addition to, and not in limitation of, any rate increases and new charges that the Public Service Commission of South Carolina may approve or that Verizon may otherwise implement under the Amended Agreement or applicable tariffs. Nothing set forth in this Section 2.4.5 shall be deemed an admission of Verizon (including, but not limited to, as to whether this Amendment is required in order for Verizon to charge the FCC-prescribed rate increases and new charges described herein) or limit Verizon's right to appeal, seek reconsideration of, or otherwise seek to have stayed, modified, reversed, or invalidated any limit the FCC may impose on Verizon's rates and charges.

3. Provision of Certain Facilities and Services.

3.1 FTTP Loops

3.1.1 FTTP Loops – Greenfields. Notwithstanding any other provision of the Amended Agreement or any Verizon tariff or SGAT, and for the avoidance of doubt, in no event shall MCImetro be entitled to obtain access to an FTTP Loop (or any segment or functionality thereof) on an unbundled basis where Verizon has deployed such a Loop to the customer premises of an end user that previously was not served by any Verizon Loop other than an FTTP Loop.

3.1.2 FTTP Loops – Overbuilds. Notwithstanding any other provision of the Amended Agreement (but subject to and without limiting Section 2 above) or any Verizon tariff or SGAT, if (a) Verizon deploys an FTTP Loop to replace a copper Loop previously used to serve a particular end user's customer premises, and (b) Verizon retires that copper loop and there are no other available copper Loops or Hybrid Loops for MCImetro's provision of a voice grade service to that end user's customer premises, then in accordance with, but only to the extent required by, 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51, Verizon shall provide MCImetro with nondiscriminatory access on an unbundled basis to a transmission path capable of providing DS0 voice grade service to that end user's customer premises.

3.2 Hybrid Loops.

3.2.1 Packet Switched Features, Functions, and Capabilities. Notwithstanding any other provision of the Amended Agreement or any Verizon Tariff or SGAT, MCImetro shall not be entitled to obtain access to the Packet Switched features, functions, or capabilities of any Hybrid Loop on an unbundled basis.

- 3.2.2 Broadband Services. Notwithstanding any other provision of the Amended Agreement (but subject to and without limiting Section 2 above) or any Verizon Tariff or SGAT, when MCImetro seeks access to a Hybrid Loop for the provision of "broadband services," as such term is defined by the FCC, then in accordance with, but only to the extent required by, 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51, Verizon shall provide MCImetro with unbundled access under the Amended Agreement to the existing time division multiplexing features, functions, and capabilities of that Hybrid Loop (but no features, functions or capabilities used to transmit packetized information) to establish a complete time division multiplexing transmission path between the main distribution frame (or equivalent) in a Verizon wire center serving an end user to the demarcation point at the end user's customer premises.
- 3.2.3 Narrowband Services. Notwithstanding any other provision of the Amended Agreement (but subject to and without limiting Section 2 above) or any Verizon Tariff or SGAT, when MCImetro seeks access to a Hybrid Loop for the provision to its customer of "narrowband services," as such term is defined by the FCC, then in accordance with, but only to the extent required by, 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51, Verizon shall, in its sole discretion, either (a) provide access under the Amended Agreement to a spare home-run copper Loop serving that customer on an unbundled basis, or (b) provide access under the Amended Agreement, on an unbundled basis, to a DS0 voice-grade transmission path between the main distribution frame (or equivalent) in the end user's serving wire center and the end user's customer premises, using time division multiplexing technology.
- 3.2.4 IDLC Hybrid Loops. Notwithstanding any other provision of the Amended Agreement (but subject to and without limiting Section 2 above) or any Verizon Tariff or SGAT, if MCImetro requests, in order to provide narrowband services, unbundling of a 2 wire analog or 4 wire analog Loop currently provisioned via Integrated Digital Loop Carrier (over a Hybrid Loop), Verizon shall, as and to the extent required by 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51, provide MCImetro unbundled access to a Loop capable of voice-grade service to the end user customer served by the Hybrid Loop.
- 3.2.4.1 Verizon will endeavor to provide MCImetro with an existing copper Loop or a Loop served by existing Universal Digital Loop Carrier ("UDLC"). Standard recurring and non-recurring Loop charges will apply. In addition, a non-recurring charge will apply whenever a line and station transfer is performed.
- 3.2.4.2 If neither a copper Loop nor a Loop served by UDLC is available, Verizon shall, upon request of MCImetro, construct the necessary copper Loop or UDLC facilities. In addition to the rates and charges payable in connection with any unbundled Loop so provisioned by Verizon, MCImetro shall be responsible for the following charges: (a) an engineering query charge for preparation of a price quote; (b) upon MCImetro's submission of a firm construction order, an engineering work order nonrecurring charge; and (c) construction charges, as set

forth in the price quote. If the order is cancelled by MCImetro after construction work has started, MCImetro shall be responsible for cancellation charges and a pro-rated charge for construction work performed prior to the cancellation.

- 3.2.4.3 Verizon may exclude its performance in connection with providing unbundled Loops pursuant to this Section 3.2.4 from standard provisioning intervals and performance measures and remedies, if any, contained in the Amended Agreement or elsewhere.

### 3.3 Sub-Loop.

- 3.3.1 Distribution Sub-Loop Facility. Notwithstanding any other provision of the Amended Agreement (but subject to the conditions set forth in Section 2 above) or any Verizon tariff or SGAT, in accordance with, but only to the extent required by, 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51, upon site-specific request, MCImetro may obtain access to the Distribution Sub-Loop Facility at a technically feasible access point located near a Verizon remote terminal equipment enclosure at the rates and charges provided for Unbundled Sub-Loop Arrangements (or the Distribution Sub-Loop) in the Amended Agreement. It is not technically feasible to access the sub-loop distribution facility if a technician must access the facility by removing a splice case to reach the wiring within the cable.

### 3.4 Commingling and Combinations.

- 3.4.1 Commingling. Notwithstanding any other provision of the Amended Agreement (but subject to and without limiting the conditions set forth in Section 2 above and in Section 3.4.2 below) or any Verizon tariff or SGAT:
  - 3.4.1.1 Verizon will not prohibit the commingling of an unbundled Network Element or a combination of unbundled Network Elements obtained under the Agreement or Amended Agreement pursuant to 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51, or under a Verizon UNE tariff ("Qualifying UNEs"), with wholesale services obtained from Verizon under a Verizon access tariff or separate non-251 agreement ("Qualifying Wholesale Services"), but only to the extent and so long as commingling and provision of such Network Element (or combination of Network Elements) is required by 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51. Moreover, to the extent and so long as required by 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51 (subject to Section 3.4.1.2 below), Verizon shall, upon request of MCImetro, perform the functions necessary to commingle or combine Qualifying UNEs with Qualifying Wholesale Services. The rates, terms and conditions of the applicable access tariff or separate non-251 agreement will apply to the Qualifying Wholesale Services, and the rates, terms and conditions of the Amended Agreement or the Verizon UNE tariff, as applicable, will apply to the Qualifying UNEs; provided,

however, that a nonrecurring charge will apply for each UNE circuit that is part of a commingled arrangement, as set forth in the Pricing Attachment to this Amendment. This charge is intended to offset Verizon's costs of implementing and managing commingled arrangements. "Ratcheting," as that term is defined by the FCC, shall not be required. Qualifying UNEs that are commingled with Qualifying Wholesale Services are not included in the shared use provisions of the applicable tariff. Verizon may exclude its performance in connection with the provisioning of commingled facilities and services from standard provisioning intervals and from performance measures and remedies, if any, contained in the Amended Agreement or elsewhere.

3.4.1.2 Limitations on Section 3.4. Section 3.4 is intended only to address the Parties' rights and obligations as to the combining and/or commingling of UNEs that Verizon is already required to provide to MCImetro under the Amended Agreement, 47 U.S.C. § 251(c)(3), and 47 C.F.R. Part 51. Nothing contained in Section 3.4 shall be deemed: (a) to establish any obligation of Verizon to provide MCImetro with access to any facility that Verizon is not required to provide to MCImetro on an unbundled basis under the Amended Agreement, 47 U.S.C. § 251(c)(3), and 47 C.F.R. Part 51, or (b) to limit any right of Verizon under the Amended Agreement, any Verizon tariff or SGAT, or otherwise, to cease providing a facility that is or becomes a Discontinued Facility.

3.4.2 Service Eligibility Criteria for Certain Combinations and Commingled Facilities and Services. Notwithstanding any other provision of the Agreement, this Amendment (but subject to the conditions set forth in Sections 2 and 3.4.1 above), or any Verizon tariff or SGAT:

3.4.2.1 Verizon shall not be obligated to provide:

3.4.2.1.1 an unbundled DS1 Loop in combination with unbundled DS1 or DS3 Dedicated Transport, or commingled with DS1 or DS3 access services;

3.4.2.1.2 an unbundled DS3 Loop in combination with unbundled DS3 Dedicated Transport, or commingled with DS3 access services;

3.4.2.1.3 unbundled DS1 Dedicated Transport commingled with DS1 channel termination access service;

3.4.2.1.4 unbundled DS3 Dedicated Transport commingled with DS1 channel termination access service; or

3.4.2.1.5 unbundled DS3 Dedicated Transport commingled with DS3 channel termination service,



(individually and collectively "High Capacity EELs") except to the extent and so long as Verizon is required by 47 U.S.C. § 251(c)(3) and 47 C.F.R Part 51 to do so, and then not unless and until MCImetro certifies in writing (using an ASR or, as applicable, LSR) to Verizon for each DS1 circuit or DS1 equivalent circuit that it is in compliance with each of the service eligibility criteria set forth in 47 C.F.R. § 51.318. MCImetro must remain in compliance with said service eligibility criteria for so long as MCImetro continues to receive the aforementioned combined or commingled facilities and/or services from Verizon. The service eligibility criteria shall be applied to each DS1 circuit or DS1 equivalent circuit. If the circuit is, becomes, or is subsequently determined to be, noncompliant, the noncompliant circuit will be treated as described in Section 3.4.2.2 below. The foregoing shall apply whether the circuits in question are being provisioned to establish a new circuit or to convert an existing wholesale service, or any part thereof, to unbundled network elements. For existing circuits, the CLEC must re-certify in writing (i.e., ASR or, as applicable, LSR) for each DS1 circuit or DS1 equivalent within 30 days of the Amendment Effective Date. Circuits not re-certified shall be treated as described in Section 3.4.2.2 below.

3.4.2.2 Without limiting any other right Verizon may have to cease providing circuits that are or become Discontinued Facilities, if a circuit is or becomes noncompliant as described in Section 3.4.2.1 above, and MCImetro has not submitted an LSR or ASR, as appropriate, to Verizon requesting disconnection of the noncompliant facility and has not separately secured from Verizon an alternative arrangement to replace the noncompliant circuit, then Verizon, to the extent it has not already done so prior to execution of this Amendment, shall reprice the subject circuit, effective beginning on the date on which the circuit became non-compliant, by application of a new rate (or, in Verizon's sole discretion, by application of a surcharge to an existing rate) to be equivalent to an analogous access service or other analogous arrangement that Verizon shall identify in a written notice to MCImetro. Any negotiations regarding any replacement arrangement or other facility or service that Verizon is not required to provide to MCImetro under both 47 C.F.R. 251(c)(3) and 47 C.F.R. Part 51 shall be deemed not to have been conducted pursuant to the Amended Agreement, 47 U.S.C. § 252(a)(1), or 47 C.F.R. Part 51, and shall not be subject to arbitration pursuant to 47 U.S.C. § 252(b).

3.4.2.3 Each written certification to be provided by MCImetro pursuant to Section 3.4.2.1 above must contain the following information for each DS1 circuit or DS1 equivalent: (a) the local number assigned to each DS1 circuit or DS1 equivalent; (b) the local numbers assigned to each DS3 circuit (must have 28 local numbers assigned

to it); (c) the date each circuit was established in the 911/E911 database; (d) the collocation termination connecting facility assignment for each circuit, showing that the collocation arrangement was established pursuant to 47 U.S.C. § 251(c)(6), and not under a federal collocation tariff; (e) the interconnection trunk circuit identification number that serves each DS1 circuit. There must be one such identification number per every 24 DS1 circuits; and (f) the local switch that serves each DS1 circuit. When submitting an ASR for a circuit, this information must be contained in the Remarks section of the ASR, unless provisions are made to populate other fields on the ASR to capture this information.

3.4.2.4 The charges for conversions are as specified in the Pricing Attachment to this Amendment and apply for each circuit converted.

3.4.2.5 All ASR-driven conversion requests will result in a change in circuit identification (circuit ID) from access to UNE or UNE to access. If such change in circuit ID requires that the affected circuit(s) be retagged, then a retag fee per circuit will apply as specified in the Pricing Attachment.

3.4.2.6 All requests for conversions will be handled in accordance with Verizon's conversion guidelines. Each request will be handled as a project and will be excluded from all ordering and provisioning metrics.

3.4.2.7 Once per calendar year, Verizon may obtain and pay for an independent auditor to audit MCImetro's compliance in all material respects with the service eligibility criteria applicable to High Capacity EELs. Any such audit shall be performed in accordance with the standards established by the American Institute for Certified Public Accountants, and may include, at Verizon's discretion, the examination of a sample selected in accordance with the independent auditor's judgment. To the extent the independent auditor's report concludes that MCImetro failed to comply with the service eligibility criteria for any DS1 or DS1 equivalent circuit, then (without limiting Verizon's rights under Section 3.4.2.2 above) MCImetro must convert all noncompliant circuits to the appropriate service, true up any difference in payments, make the correct payments on a going-forward basis, reimburse Verizon for the entire cost of the audit within thirty (30) days after receiving a statement of such costs from Verizon. Should the independent auditor confirm MCImetro's compliance with the service eligibility criteria for each DS1 or DS1 equivalent circuit, then MCImetro shall provide to the independent auditor for its verification a statement of MCImetro's out-of-pocket costs of complying with any requests of the independent auditor, and Verizon shall then reimburse MCImetro for its out-of-pocket costs within thirty (30) days of the auditor's verification of the same. MCImetro shall maintain records adequate to support its

compliance with the service eligibility criteria for each DS1 or DS1 equivalent circuit for at least eighteen (18) months after the service arrangement in question is terminated.

3.5 Routine Network Modifications.

3.5.1 General Conditions. In accordance with, but only to the extent required by, 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51, and subject to the conditions set forth in Section 2 above:

3.5.1.1 Verizon shall make such routine network modifications, at the rates and charges set forth in the Pricing Attachment to this Amendment, as are necessary to permit access by MCImetro to the Loop, Dedicated Transport, or Dark Fiber Transport facilities available under the Amended Agreement (including DS1 Loops and DS1 Dedicated Transport, and DS3 Loops and DS3 Dedicated Transport), where the facility has already been constructed. Routine network modifications applicable to Loops or Transport may include, but are not limited to: rearranging or splicing of in-place cable at existing splice points; adding an equipment case; adding a doubler or repeater; installing a repeater shelf; deploying a new multiplexer or reconfiguring an existing multiplexer; accessing manholes; and deploying bucket trucks to reach aerial cable. Routine network modifications applicable to Dark Fiber Transport may include, but are not limited to, splicing of in-place dark fiber at existing splice points; accessing manholes; deploying bucket trucks to reach aerial cable; and routine activities, if any, needed to enable MCImetro to light a Dark Fiber Transport facility that it has obtained from Verizon under the Amended Agreement. Routine network modifications do not include the construction of a new Loop or new Transport facilities, trenching, the pulling of cable, the installation of new aerial, buried, or underground cable for a requesting telecommunications carrier, or the placement of new cable. Verizon shall not be required to build any time division multiplexing (TDM) capability into new packet-based networks or into existing packet-based networks that do not already have TDM capability. Verizon shall not be required to perform any routine network modifications to any facility that is or becomes a Discontinued Facility.

3.5.2 Performance Plans. Verizon may exclude its performance in connection with the provisioning of Loops or Transport (including Dark Fiber Transport) for which routine network modifications are performed from standard provisioning intervals and performance measures and remedies, if any, contained in the Amended Agreement or elsewhere.

3.5.3 Nothing contained in this Section 3.5 shall be deemed: (a) to establish any obligation of Verizon to provide on an unbundled basis under 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51 any facility that the Amended Agreement does not otherwise require Verizon to provide on an unbundled basis under 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51, (b) to obligate Verizon to provide on an unbundled basis under 47

U.S.C. § 251(c)(3) or 47 C.F.R. Part 51, for any period of time not required under the Amended Agreement, access to any Discontinued Facility, or (c) to limit any right of Verizon under the Amended Agreement, any Verizon tariff or SGAT, or otherwise, to cease providing a Discontinued Facility.

4. Miscellaneous Provisions.

- 4.1 Conflict between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and provisions of the Agreement to the extent necessary to give effect to the terms and provisions of this Amendment. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement this Amendment shall govern, provided, however, that the fact that a term or provision appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 4.1.
- 4.2 Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.
- 4.3 Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Amendment.
- 4.4 Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly herein. As used herein, the Agreement, as revised and supplemented by this Amendment, shall be referred to as the "Amended Agreement." Nothing in this Amendment shall be deemed to amend or extend the term of the Agreement, or to affect the right of a Party to exercise any right of termination it may have under the Agreement.
- 4.5 Reservation of Rights. Notwithstanding any contrary provision in the Agreement, this Amendment, or any Verizon tariff or SGAT, nothing contained in the Agreement, this Amendment, or any Verizon tariff or SGAT shall limit either Party's right to appeal, seek reconsideration of or otherwise seek to have stayed, modified, reversed or invalidated any order, rule, regulation, decision, ordinance or statute issued by the Public Service Commission of South Carolina, the FCC, any court or any other governmental authority related to, concerning or that may affect either Party's rights or obligations under the Agreement, this Amendment, any Verizon tariff or SGAT, or Applicable Law.
- 4.6 Joint Work Product. This Amendment is a joint work product, and any ambiguities in this Amendment shall not be construed by operation of law against either Party.
- 4.7 Definitions. Notwithstanding any other provision in the Agreement or any Verizon tariff or SGAT, the following terms, as used in the Amended Agreement, shall have the meanings set forth below:
- 4.7.1 Call-Related Databases. Databases, other than operations support systems, that are used in signaling networks for billing and collection, or the transmission, routing, or other provision of a telecommunications service. Call-related databases include, but are

not limited to, the calling name database, 911 database, E911 database, line information database, toll free calling database, advanced intelligent network databases, and downstream number portability databases.

- 4.7.2 Dark Fiber Loop. Consists of fiber optic strand(s) in a Verizon fiber optic cable between Verizon's accessible terminal, such as the fiber distribution frame, or its functional equivalent, located within a Verizon wire center, and Verizon's accessible terminal located in Verizon's main termination point at an end user customer premises, such as a fiber patch panel, and that Verizon has not activated through connection to electronics that "light" it and render it capable of carrying telecommunications services.
- 4.7.3 Dark Fiber Transport. An optical transmission facility within a LATA, that Verizon has not activated by attaching multiplexing, aggregation or other electronics, between Verizon switches (as identified in the LERG) or wire centers. Dark fiber facilities between (i) a Verizon wire center or switch and (ii) a switch or wire center of MCI metro or a third party are not Dark Fiber Transport.
- 4.7.4 Dedicated Transport. A DS1 or DS3 transmission facility between Verizon switches (as identified in the LERG) or wire centers, within a LATA, that is dedicated to a particular end user or carrier. Transmission facilities or services provided between (i) a Verizon wire center or switch and (ii) a switch or wire center of MCI metro or a third party are not Dedicated Transport.
- 4.7.5 Discontinued Facility. Any facility that Verizon, at any time, has provided or offered to provide to MCI metro on an unbundled basis pursuant to 47 U.S.C. § 251(c)(3) and/or 47 C.F.R. Part 51 (whether under the Agreement, a Verizon tariff, or a Verizon SGAT), but which by operation of law has ceased or ceases to be subject to an unbundling requirement under 47 U.S.C. § 251(c)(3) or 47 C.F.R. Part 51. By way of example and not by way of limitation, Discontinued Facilities include the following, whether as stand-alone facilities or combined with other facilities: (a) any Entrance Facility; (b) any type of switching, including, but not limited to, Local Switching; (c) OCn Loops and OCn Dedicated Transport; (d) DS1 Loops or DS3 Loops out of any wire center at which 47 U.S.C. § 251(c)(3) or 47 C.F.R. Part 51 does not require Verizon to provide MCI metro with unbundled access to such Loops; (e) Dark Fiber Loops; (f) any DS1 Loop or DS3 Loop that exceeds the maximum number of such Loops that Verizon is required by 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51 to provide to MCI metro on an unbundled basis at a particular building location; (g) DS1 Dedicated Transport, DS3 Dedicated Transport, or Dark Fiber Transport on any route as to which 47 U.S.C. § 251(c)(3) or 47 C.F.R. Part 51 does not require Verizon to provide MCI metro with unbundled access to such Transport; (h) any DS1 Dedicated Transport circuit or DS3 Dedicated Transport circuit that exceeds the number of such circuits that Verizon is required by 47 U.S.C. § 251(c)(3) and 47 C.F.R. Part 51 to provide to MCI metro on an unbundled basis on a particular route; (i) the Feeder portion of a Loop; (j) Line Sharing; (k) any Call-Related Database other than the 911 and E911 databases; (l) Signaling; (m) Shared Transport; (n) FTTP Loops (lit or unlit) in a new build environment; (o) FTTP Loops (lit or unlit) in an overbuild

environment, subject to the limited exceptions set forth in Section 3.1 above; (p) Hybrid Loops (subject to the limited exceptions set forth in Section 3.2 above); and (q) any other facility or class of facilities as to which the FCC has not made a finding of impairment that remains effective or as to which the FCC makes (or has made) a finding of nonimpairment.

- 4.7.6 Distribution Sub-Loop Facility. The copper portion of a Loop in Verizon's network that is between the minimum point of entry ("MPOE") at an end user customer premises and Verizon's feeder/distribution interface.
- 4.7.7 DS1 Dedicated Transport. Dedicated Transport having a total digital signal speed of 1.544 Mbps.
- 4.7.8 DS3 Dedicated Transport. Dedicated Transport having a total digital signal speed of 44.736 Mbps.
- 4.7.9 DS1 Loop. A digital transmission channel, between the main distribution frame (or its equivalent) in an end user's serving wire center and the demarcation point at the end user customer's premises, suitable for the transport of 1.544 Mbps digital signals. This loop type is more fully described in Verizon TR 72575, as revised from time to time. A DS1 Loop requires the electronics necessary to provide the DS1 transmission rate. DS1 Loops are sometimes also known as DS1 "Links".
- 4.7.10 DS3 Loop. A digital transmission channel, between the main distribution frame (or its equivalent) in an end user's serving wire center and the demarcation point at the end user customer's premises, suitable for the transport of isochronous bipolar serial data at a rate of 44.736 Mbps (the equivalent of 28 DS1 channels). This Loop type is more fully described in Verizon TR 72575, as revised from time to time. A DS3 Loop requires the electronics necessary to provide the DS3 transmission rate. DS3 Loops are sometimes also known as DS3 "Links".
- 4.7.11 Entrance Facility. A transmission facility (lit or unlit) or service provided between (i) a Verizon wire center or switch and (ii) a switch or wire center of MCImetro or a third party.
- 4.7.12 Feeder. The fiber optic cable (lit or unlit) or metallic portion of a Loop between a serving wire center and a remote terminal or feeder/distribution interface.
- 4.7.13 FTTP Loop. A Loop consisting entirely of fiber optic cable, whether dark or lit, that extends from the main distribution frame (or its equivalent) in an end user's serving wire center to the demarcation point at the end user's customer premises or to a serving area interface at which the fiber optic cable connects to copper or coaxial distribution facilities that extend to the end user's customer premises demarcation point, provided that all copper or coaxial distribution facilities extending from such serving area interface are not more than 500 feet from the demarcation point at the respective end users' customer premises; provided, however, that in the case of predominantly residential multiple dwelling units (MDUs), an FTTP

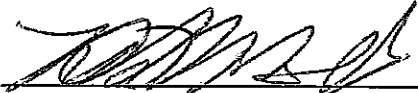
Loop is a Loop consisting entirely of fiber optic cable, whether dark or lit, that extends from the main distribution frame (or its equivalent) in the wire center that serves the multiunit premises: (a) to or beyond the multiunit premises' minimum point of entry (MPOE), as defined in 47 C.F.R. § 68.105; or (b) to a serving area interface at which the fiber optic cable connects to copper or coaxial distribution facilities that extend to or beyond the multiunit premises' MPOE, provided that all copper or coaxial distribution facilities extending from such serving area interface are not more than 500 feet from the MPOE at the multiunit premises.

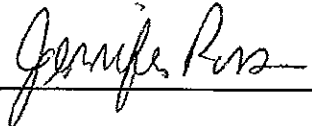
- 4.7.14 [This Section Intentionally Left Blank].
- 4.7.15 Hybrid Loop. A local Loop composed of both fiber optic cable and copper wire or cable. An FTTP Loop is not a Hybrid Loop.
- 4.7.16 Line Sharing. The process by which MCImetro provides xDSL service over the same copper Loop that Verizon uses to provide voice service by utilizing the frequency range on the copper loop above the range that carries analog circuit-switched voice transmissions (the High Frequency Portion of the Loop, or "HFPL"). The HFPL includes the features, functions, and capabilities of the copper Loop that are used to establish a complete transmission path between Verizon's main distribution frame (or its equivalent) in its serving Wire Center and the demarcation point at the end user's customer premises.
- 4.7.17 Local Switching. The line-side and trunk-side facilities associated with the line-side port, on a circuit switch in Verizon's network (as identified in the LERG), plus the features, functions, and capabilities of that switch, unbundled from loops and transmission facilities, including: (a) the line-side Port (including the capability to connect a Loop termination and a switch line card, telephone number assignment, dial tone, one primary directory listing, pre-subscription, and access to 911); (b) line and line group features (including all vertical features and line blocking options the switch and its associated deployed switch software are capable of providing that are provided to Verizon's local exchange service Customers served by that switch); (c) usage (including the connection of lines to lines, lines to trunks, trunks to lines, and trunks to trunks); and (d) trunk features (including the connection between the trunk termination and a trunk card).
- 4.7.18 Packet Switched. Routing or forwarding of packets, frames, cells, or other data units based on address or other routing information contained in the packets, frames, cells or other data units, or functions that are performed by the digital subscriber line access multiplexers, including but not limited to the ability to terminate an end-user customer's copper Loop (which includes both a low-band voice channel and a high-band data channel, or solely a data channel); the ability to forward the voice channels, if present, to a circuit switch or multiple circuit switches; the ability to extract data units from the data channels on the Loops; and the ability to combine data units from multiple Loops onto one or more trunks connecting to a packet switch or packet switches.
- 4.7.19 Signaling. Signaling includes, but is not limited to, signaling links and signaling transfer points.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed as of the Amendment Effective Date.

MCIMETRO ACCESS TRANSMISSION  
SERVICES LLC

VERIZON SOUTH INC.

By: 

By: 

Printed: Peter H. Reynolds

Printed: Jennifer Ross

Title: Director - Contract Management

Title: Director - Interconnection



## Pricing Attachment

### 1. General

#### 1.1 As used in this Attachment:

1.1.1 "Services" means and includes any Network Element or other service, facility, equipment or arrangement, provided pursuant to this Amendment; and,

1.1.2 "Charges" means the rates, fees, charges and prices for a Service.

1.2 Charges for Services provided under the Amended Agreement shall be those set forth in Exhibit A of this Pricing Attachment and in the Amended Agreement (including any cross references therein to applicable tariffs). For rate elements provided in Exhibit A of this Pricing Attachment that do not include a Charge, if any, whether marked as "TBD" or otherwise, Verizon is developing such Charges and has not finished developing such Charges as of the Amendment Effective Date. When Verizon finishes developing such a Charge, Verizon shall notify MCImetro in writing of such Charge in accordance with, and subject to, the notices provisions of the Amended Agreement and thereafter shall bill MCImetro, and MCImetro shall pay to Verizon, for Services provided pursuant to this Amendment on the Amendment Effective Date and thereafter in accordance with such Charge. Any Charges set out in a notice provided by Verizon to MCImetro pursuant to this Section 1.2 shall be deemed to be a part of Exhibit A of this Pricing Attachment immediately after Verizon sends such notice to MCImetro and thereafter.

1.3 In the absence of Charges for a Service established pursuant to Section 1.2 of this Attachment, the Charges for the Service shall be the Charges required, approved, or otherwise allowed to go into effect, by the Public Service Commission of South Carolina or the FCC (including, but not limited to, in a tariff that has been filed with the Public Service Commission of South Carolina or the FCC), provided such Charges are not subject to a stay issued by any court of competent jurisdiction.

1.4 In the absence of Charges for a Service established pursuant to Sections 1.2 through 1.3 of this Attachment, the Charges for the Service shall be mutually agreed to by the Parties in writing.

## EXHIBIT A<sup>1</sup>

SC NETWORK MODIFICATION - RATE ELEMENT	NON-RECURRING CHARGES
ENGINEERING QUERY <sup>2</sup>	\$ 183.99
ENGINEERING WORK ORDER <sup>3</sup>	\$ 94.40
EXPEDITE ENGINEERING QUERY <sup>2, 4</sup>	\$ 41.67
EXPEDITE ENGINEERING WORK ORDER <sup>3, 4</sup>	\$ 27.94
CLEAR DEFECTIVE PAIR	\$ 272.35
REASSIGNMENT OF NON-WORKING CABLE PAIR	\$ 272.35
BINDER GROUP REARRANGEMENT	\$ 529.77
REPEATER - INSTALLATION	\$ 1,597.10
APPARATUS CASE - INSTALLATION	\$ 2,992.81
RANGE EXTENDERS - DS-0 Installation	\$ 809.72
RANGE EXTENDERS - DS-1 Installation	\$ 809.72
CHANNEL UNIT TO UNIVERSAL/COTTED DLC SYSTEM (existing)	\$ 170.30
SERVING TERMINAL - INSTALLATION / UPGRADE	Time and Material
ACTIVATE DEAD COPPER PAIR	\$ 199.90
MULTIPLEXER - 1/0 - INSTALLATION	\$ 12,211.41
MULTIPLEXER - 1/0 - RECONFIGURATION	\$ 170.30
MULTIPLEXER - 3/1 - INSTALLATION	\$ 26,981.19
MULTIPLEXER - 3/1 - RECONFIGURATION	\$ 382.34
MULTIPLEXER - OTHER - INSTALLATION	Time and Material
MOVE DROP	\$ 109.28
CROSS-CONNECTION - EXISTING FIBER FACILITY	\$ 346.93
LINE CARD - INSTALLATION	\$ 314.63
COPPER REARRANGEMENT	\$ 482.90
CENTRAL OFFICE TERMINAL - INSTALLATION	\$ 35,307.87
IDLC ONLY CONDITION	\$ 36,847.28
OTHER REQUIRED MODIFICATIONS	Time and Material
OTHER	
Commingled Arrangements – per circuit NRC	\$ 50.00
Conversion - Service Order	\$ 19.33
Conversion - Installation per circuit	\$ 7.27
Circuit Retag - per circuit	\$ 59.43

<sup>1</sup> This Appendix may contain rates and charges for (and/or reference) services, facilities, arrangements and the like that Verizon does not have an obligation to provide under the Agreement (e.g., services, facilities, arrangements and the like for which an unbundling requirement does not exist under 47 U.S.C. Section 251(c)(3)). Notwithstanding any such rates and/or charges (and/or references) and, for the avoidance of any doubt, nothing in this Appendix shall be deemed to require Verizon to provide a service, facility, arrangement or the like that the Agreement does not require Verizon to provide, or to provide a service, facility, arrangement or the like upon rates, terms or conditions other than those that may be required by the Agreement.

<sup>2</sup> Engineering Query Charges apply in addition to charges for actual network modification and Engineering Work Order charges where applicable.

<sup>3</sup> Engineering Work Order Charges apply in addition to charges for actual network modification and Engineering Query charges where applicable.

<sup>4</sup> Expedite Charges apply in addition to other listed rates.

SC NETWORK MODIFICATION - RATE ELEMENT	NON-RECURRING CHARGES
<b>DARK FIBER</b>	
Dark Fiber Routine Network Modifications	Time and Material